



FREDERICKSON LAW OFFICES, P.C.

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JOHN R. FREDERICKSON
Attorney at Law
68 Sherman Street, Suite 311 - P.O. Box 583
Deadwood, South Dakota 57732
Fax: (605) 578-3078
Email: fredericksonlaw@rushmore.com

Deadwood Office
(605) 578-1903

Spearfish Office
(605) 644-0040

November 20, 2008

Ms. Andrea Madigan
Enforcement Attorney
US EPA - Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

Re: Commonwealth Mining Company - Gilt Edge Superfund Site

Dear Andrea:

Enclosed please find the information I have received from Bob Meyer with Commonwealth with respect to the various parties who leased the property or had some control over the property. It looks to me like you may have to start with Condgon & Carey and work down from there to track down any possible insurance coverage.

If there is anything else I can do please let me know. Have you heard anything back from the state on the property issue?

Sincerely,

FREDERICKSON LAW OFFICES, P.C.

John R. Frederickson
John R. Frederickson

JRF:mls
Enclosures
cc client

COMMONWEALTH MINING COMPANY OF SOUTH DAKOTA

Nov, 1, 2008

P.O. BOX 995
OSHKOSH, WISCONSIN 54902

Dear John.

Enclosed find a copy of the original contract that we signed with Congdon and Carey of Denver, Co. and an amendment that was added in 1992 with Brohm. These are the only two contracts that Commonwealth signed with any person or firm that I know of. All the other various companies that were involved with the mining projects worked thru Congdon and Carey, who had control under the lease and purchase contract signed in 1974. The only company that we actually had contact and worked with was the Brohm Mining Co. At no time did we see or hear any mention of any insurance for anything. That would have been handled thru Congdon & Carey.

Listed below are the names of most of the companies that worked thru Congdon & Carey thru the 70's and 80's. Jon Mattson might have some info on these companies in his old files, as he was our attorney throughout this time.

Congdon & Carey, 910 & 1010 Denver Center Bldg. 1776 Lincoln St., Denver, Co. 80203
303-861-8140

Cliff Mark, Cypress Mines, 555 S. Flower St., Los Angeles, Ca. 90071

E. G. Thompson, Lacana Mining Co., 150 King St. W., #1702, Toronto, Ontario, M5H 1J9

Richard Hall, Manager, Gilt Edge, Inc. 940 Matley Lane #15, Reno Nevada, 89502 702-329-5609

Ralph W. Godell, Amoco Minerals Co. P.O. Box 3299, Englewood, Co. 80155

Chris Mitchell, CoCa Mines, Inc. 1776 Lincoln Av., #910, Denver, Co. 80203

Minvin Gold Corp., 7596 West Jewell Av. #303 Lakewood, Co. 303-980-5615

Brohm Mining Corp., which was owner by MinVen Corp.

Hope this info helps. Give me a call if you have any questions.

Sincerely

Bob Meyer, Commonwealth



FINAL

**FIRST AMENDMENT TO LEASE
AND OPTION TO PURCHASE**

THIS FIRST AMENDMENT TO LEASE AND OPTION TO PURCHASE ("Amendment") is made effective as of the 1st day of January, 1992, by and between COMMONWEALTH MINING COMPANY OF SOUTH DAKOTA, a South Dakota corporation ("Commonwealth"), whose address is c/o R.E. Meyer, President, P.O. Box 995, Oshkosh, Wisconsin 54901, and BROHM MINING CORP., a South Dakota corporation ("Brohm"), whose address is P.O. Box 485, Deadwood, South Dakota 57732.

RECITALS

A. Effective as of October 16, 1974, Commonwealth entered into a Lease and Option to Purchase (the "Original Agreement") with Thomas E. Congdon ("Congdon"), with respect to certain properties in Lawrence County, South Dakota, described in Exhibit A to the Original Agreement.

B. The Original Agreement was recorded on November 12, 1974, in Book 418, Pages 264-284 in the Office of the Registrar of Deeds of Lawrence County, South Dakota.

C. Brohm has succeeded to all of Congdon's right, title and interest in and to the Original Agreement.

D. Commonwealth and Brohm now wish to amend the Original Agreement in the respect set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Commonwealth and Brohm pursuant to the terms of this Amendment, the parties hereby agree as follows:

1. All references to "Thomas E. Congdon" in the Original Agreement hereby are changed to "Brohm Mining Corp.", and all

FINAL

references to "Congdon" in the Original Agreement hereby are changed to "Brohm".

2. The last nine lines of Paragraph 2.1 (page 2) of the Original Agreement hereby are deleted and replaced with the following:

HAVE AND TO HOLD the same through December 31, 2012, and for so long thereafter as said minerals or any of them are produced in commercial quantities from the premises. For purposes of the immediately preceding sentence, it shall be conclusively presumed that minerals are produced in commercial quantities in any calendar year if they are so produced during at least half the period of such calendar year during which weather reasonably permits access to the premises for purposes of production.

3. The following paragraph is added to the end of Paragraph 2.4 of the Original Agreement:

Brohm shall pay Commonwealth a minimum royalty of \$40,000 for each calendar year during which this Agreement remains in effect after December 31, 1991 and during which minerals are not produced in commercial quantities from the premises. For purposes of the immediately preceding sentence, it shall be conclusively presumed that minerals are produced in commercial quantities if they are so produced during at least half of the period of such calendar year (or the portion of such calendar year during which this Agreement is in effect, if it is terminated during a calendar year) during which weather reasonably permits access to the premises for purposes of production. This payment shall be made within 30 days after the end of such calendar year or, if this Agreement was terminated during a calendar year, within 30 days of such termination. If this Agreement was terminated during a calendar year, this \$40,000 payment

shall be pro-rated in proportion to the portion of the calendar year during which this Agreement was in effect. All payments of minimum royalties hereunder shall be credited against royalties which become payable under the provisions of Paragraph 2.3 immediately above. In the event that the minimum royalties exceed the total of actual royalties which accrue under Paragraph 2.3, Commonwealth shall be entitled to retain such excess, subject, however, to the provisions of Paragraph 2.14 below.

4. Paragraph 4.3 of the Original Agreement is amended to read as follows:

4.3 The option granted to Brohm herein may be exercised by Brohm at any time while this Agreement remains in effect, prior to January 1, 2013, by written notice to Commonwealth and to the Escrow Agent as hereinafter provided. Such notice shall be sent to Commonwealth at the address set forth above and shall be sent by certified mail, return receipt requested, postage prepaid. The effective date of any such notice shall be the date the same is deposited in the United States mails.

5. Paragraph 2.12 of the Original Agreement is amended to read as follows:

2.12 Brohm shall have a period of twelve (12) months following termination of its interest under this Agreement for any reason whatsoever, as to all or any part of the premises, in which to perform reclamation work required by law and to remove any and all buildings, structures, machinery, equipment, lines and facilities placed on the premises by Brohm during the term of this Agreement, provided that such removal does not permanently damage any mine located on the premises at such time. Brohm shall not be obligated to pay Commonwealth any advance or

FINAL

minimum royalties during such reclamation and removal period after termination of this Agreement.

6. Within 30 days after Brohm's receipt of documentation of approval of this Amendment by Commonwealth's Board of Directors and shareholders, Brohm and Commonwealth shall deliver to the Escrow Agent under Paragraph 5.1 of the Original Agreement a Deed from Commonwealth to Brohm, to be substituted for the Deed from Commonwealth to Congdon currently held by the Escrow Agent.

7. Except as specifically amended in this Amendment, the Original Agreement shall remain in full force and effect in accordance with its original terms.

COMMONWEALTH MINING COMPANY OF SOUTH
DAKOTA

By: _____
Title: _____

BROHM MINING CORP.

By: _____
Title: _____

FINAL

STATE OF _____)
COUNTY OF _____) ss.

On the _____ day of _____, 1992, before me personally appeared _____, in his capacity as _____ of Commonwealth Mining Company of South Dakota, a South Dakota corporation, who, being first duly sworn, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF SOUTH DAKOTA)
COUNTY OF _____) ss.

On the _____ day of _____, 1992, before me personally appeared _____, in his capacity as _____ of Brohm Mining Corp., a South Dakota corporation, who, being first duly sworn, acknowledged that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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JOHN R. FREDERICKSON

Attorney at Law

68 Sherman Street, Suite 311 - P.O. Box 583

Deadwood, South Dakota 57732

Fax: (605) 578-3078

Email: fredericksonlaw@rushmore.com

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(605) 578-1903

Spearfish Office
(605) 644-0040

July 11, 2008

Ms. Andrea Madigan
Enforcement Attorney
US EPA - Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

Re: Commonwealth Mining Company - Gilt Edge Superfund Site

Dear Ms. Madigan:

I have checked with Bob Meyer with Commonwealth and they did not have any general liability insurance but he did provide me with the names of several of the lessees or operators in the early times. They may or may not have had insurance. He just does not know. The first one would be Congdon and Carey Mineral Exploration, 1010 Denver Center Building, 1776 Lincoln Street, Denver, Colorado 80203. The phone number in 1975 was 303-861-8140. The individuals listed on the letterhead were Thomas E. Congdon, William J. Carey, Dolf W. Fieldman and Nilendu S. Mukherjee. The letter was signed by William C. Lagos. He indicated in the letter that Cyprus Mines Corporation was the party designated as the operator of a joint venture for the exploration and development of the property.

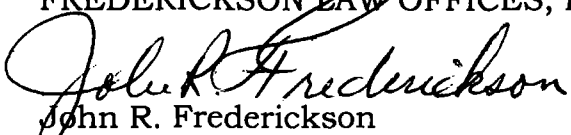
The next reference to an operator or individual involved with operation of the Brohm Mine was in a letter dated February 27, 1985 from Gilt Edge, Inc., a subsidiary of Lacana Gold, Inc. In the letter, Richard J. Hall and Paul E. Dirksen indicated that Gilt Edge, Inc., was a wholly owned subsidiary of Lacana Gold, Inc., and Lacana Gold, Inc. was controlled by Lacana Mining Company.

I have enclosed copies of both letters for your reference and possible research into some insurance coverage from the early operators of the Brohm Mine. I have asked my client to keep looking but this seems to be all he has in

his records. I look forward to receiving a proposed agreement so we may hopefully move this matter forward. I sincerely appreciate your efforts and motivation in this matter.

Sincerely,

FREDERICKSON LAW OFFICES, P.C.



John R. Frederickson

JRF:mls
Enclosures
cc client

THOMAS E. CONGDON
WILLIAM J. CAREY
DOLF W. FIELDMAN
NILENDU S. MUKHERJEE

1010 DENVER CENTER BUILDING
1776 LINCOLN STREET
DENVER, COLORADO 80203
TELEPHONE 303-861-8140

CONGDON AND CAREY
MINERAL EXPLORATION

CERTIFIED MAIL

November 24, 1975

Mr. R. E. Meyer, President
Commonwealth Mining Company of South Dakota
P. O. Box 995
Oshkosh, Wisconsin 54901

Dear Mr. Meyer:

Enclosed is an Affidavit to which is attached a Schedule of Expenditures for the period from October 16, 1974 through August, 1975. These funds were expended by Cyprus Mines Corporation, the party designated by us as operator of the joint venture for the exploration and development of the properties.

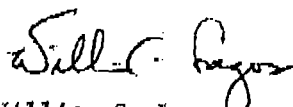
The total amount expended during this period was \$104,517.39 less the \$3,165.79 advance royalty paid during January of 1975, or \$101,351.60, which amount is attributable to the "work commitment" pursuant to Article 3.1 of the Agreement dated October 16, 1974. We believe an additional \$10,000 to \$15,000 of additional work will have been expended between August, 1975 and December 31, 1975. An updated Schedule of Expenditures will be furnished you at such time as we receive the breakdown from Cyprus.

As you can see, the cumulative total of monies expended to date fulfill the work commitments until early 1977.

Cyprus' geological department has recommended additional drilling (diamond drilling) for next Spring. It is our belief that Cyprus management will approve a budget for this drilling.

We expect a geological report from Cyprus within the next 30 days. Our geologists will review this material upon receipt.

Very truly yours,


William C. Lagos

WCLrrm

Gilt Edge Inc.

Subsidiary of ~~LACANA~~ Gold Inc.

February 27, 1985

Mr. Robert E. Meyer
President
Commonwealth Mining Co.
P.O. Box 995
Oshkosh, WI 54902

Dear Bob,

It was a pleasure meeting you and your fellow director Merle Johnson earlier this month. I believe we all benefited from the meeting. I perceive that you came away with a better understanding of Lacana Gold Inc., and our activities on the Gilt Edge project and we, in turn, came away with a better understanding of Commonwealth, its people and history.

As we discussed, Gilt Edge Inc., is a wholly owned subsidiary of Lacana Gold Inc. Lacana Gold is controlled by Lacana Mining Corporation. Lacana Mining through their associated companies and joint venture partners is involved in the production of gold and silver from six different operations in Mexico and the United States. Lacana, through Gilt Edge Inc., became involved in the Gilt Edge project in June of 1983. This involvement came about through a lease from the Amoco Minerals/CoCa Mines joint venture. Amoco/CoCa has been exploring the property through this joint venture, as well as through an earlier joint venture between their predecessor companies Cyprus Mines/Congdon and Carey since Commonwealth leased the property to Congdon and Carey in 1973.

Gilt Edge Inc.'s work since 1983 has included:

- ° The drilling of over 15,000 feet of reverse circulation rotary drilling.
- ° The completion of over 8,000 feet of core drilling.
- ° The driving of over 240 feet of underground workings for metallurgical sampling and grade confirmation.
- ° The completion of a number of metallurgical tests including five large, 4 foot in diameter by up to 30 feet high, column tests.

940 Matley Lane, #15, Reno, Nevada 89502, (702) 329-5609
2005 Ironwood Parkway, #222, Coeur d'Alene, Idaho 83814 (208) 664-1571
150 King St. W., Suite 1702, Toronto, Ontario M5H 1J9 (416) 591-8840
P.O. Box 485, Deadwood, South Dakota 57732 (605) 578-2607

Mr. Robert E. Meyer
Page 2
February 27, 1985

- ° Many man hours of geological mapping and sampling have also been completed.

The results, and interpretation, of this work led to Gilt Edge Inc., submitting an application for a mining and milling permit to the State of South Dakota. This permit application was submitted in December of 1984.

Not all of the above mentioned work was completed on Commonwealth ground per se; but, was surely for the benefit and evaluation of the Commonwealth land package.

The fact we've submitted an application for a mining and milling permit does not mean a production decision and/or date has been set. The review and compliance process for such a permit is both lengthy and involved. It could take up to a year to satisfy state regulatory agencies. To make a production decision prior to the completion of the permitting process is getting the proverbial "cart before the horse". Once the permitting process is completed, we will be in a better position to establish capital and operating cost estimates as well as revenue estimates in order to ascertain whether or not we believe an economically viable project exists at Gilt Edge. The operation proposed in the permit application is conventional open pit mining using the heap leach extraction process.

Once again it was a pleasure meeting you and as discussed we will stay in contact regarding progress on the project.

Gilt Edge

The Gilt Edge property, located near Lead, South Dakota, was optioned from Amoco Minerals in June, 1983. Exploration and development work done previously indicated approximately 10 million tons of gold-bearing ore grading about 0.05 oz. per ton. Approximately 3.5 million tons of oxide ore grading 0.06 oz. gold occur in the upper part of the deposit.

During 1983 a combined rotary and diamond drill program of 52 holes totaling 22,474 feet of drilling was completed in three areas, with most of the work concentrated in testing the stratiform mineralization in the Cambrian Deadwood Formation. The drilling confirmed, but did not materially increase, the known reserves.

In 1984 drilling will be done to test four additional gold-bearing zones and metallurgical studies will be made on both the oxide and the sulphide ores to deter-

Best regards,



Richard J. Hall
Manager-Special Projects



Paul E. Dirksen
Manager-NW Exploration

Excerpt from Lacana annual report-1983